

**In the Circuit Court of Record in Exclusive Common Law land area
Inviolate
(a Constitutional Court of Record in exclusive common law under Article
III, sec. 2 clause 1 of the original jurisdiction, not the STATE OF
CORPORATION) being a Republic court of record in exclusive common
law in Baltimore City in Maryland state**

Dax Johnson
4427 Craddock Ave
Baltimore, MD 21212

In Propria Persona as Claimant/Petitioner;

MICHAEL SANTOMASSIMO, a man ,
acting as CFO for WELLS FARGO BANK;
WELLS FARGO BANK
420 Montgomery Street
San Francisco, CA 94104

Respondent ;

) Case No: 24-C-2005227
)
) Nature of case: Tort Claim Petition in Exclusive
) Common Law
)
) Claim: Unconscionable Contract, FDUPTA
) Violations, Unfair Debt Collection, Intentional
) Infliction of Emotional Distress, Civil Theft,
) Fraud, Breach of Contract, Conspiracy to Violate,
) RICO, Conspiracy, Racketeering, Default and
) Breach of Contract property; Fraud; Financial
) Discrimination; Counterfeiting, and Forgery.
Requesting a Speedy Trial by Jury Inviolate
under deprivation of rights and 4th, 5th, and 6th
Amendments.

**'District Court of the United States' LAND COURT OF RECORD IN EXCLUSIVE
COMMON LAW INVIOLEATE A TORT CLAIM PETITION AND REQUEST FOR A
SPEEDY TRIAL BY JURY INVIOLEATE BALTIMORE CITY DIVISION**

This man is a native of the North American Republic Maryland Country, a Marylander by birth and is not a 14th Amendment UNITED STATES or STATE CITIZEN or NATIONAL Government created fictional entity artificial person or corporation. This is not a B.A.R. ATTORNEY Complaint filled with half-truths, misconceptions, or third party hearsay evidence which is not true court evidence at all in any Article 1 or Article IV BAR BUSINESS MARITIME, ADMIRALTY, EQUITY COURT of the SEA. Pursuant to **Title 28 U.S.C. §1746(1)** this Tort Claim Petition in exclusive common law is executed "without the UNITED STATES", and in the Republic exclusive common law. These are true, provable facts of lawful evidence exhibits with my carried original proofs for Court inspection if need be at my **requested and unviolated right to a Trial by Jury of twelve of my Peers**. This evidence is stated in this Tort Claim Petition in this land Court of Record in exclusive common "Supreme law of the land" and is not an Article 1 or Article IV Maritime, Admiralty, Equity, Corporate BAR COURT by the exhibits attached and evidenced by this man's

autograph in the legal JURAT below. If this case (cause) Land Court of Record in executive common law lawsuit Tort Claim Petition gets unlawfully changed into a corporate complaint against justice and the law of the land by the CLERK OF COURTS against my rights and deprivation of my rights as a free living man that is guaranteed a Court of Record in Exclusive Common Law Trial by Jury by Legal Justice Jurisdiction, this man may litigate against the Clerk of Courts and anyone who makes or conspires to make any unlawful change to this lawful and guaranteed Tort Claim Petition under obstruction of justice among other criminal charges. **RICO; 18 U.S. Code § 241**. Conspiracy against rights states: They shall be fined under this title or imprisoned not more than ten years, or both. You need to follow your oath of public office.

U.C.C. §1-103.6 states, “**The Code is complimentary to the Common Law, which remains in force**, except where displaced by the code. Common law has not been displaced as common law is the Supreme Law of the Land. A **statute, code, rule, regulation, public policy, and court case law should be construed in harmony with the Common Law**, unless there is a clear legislative intent to abrogate the Common Law by Congress of which no common law has been abrogated by Congress assembled...The **code cannot read to preclude [prevent or exclude] a Common Law action such as a Tort Claim Petition in a land Court of Record in Exclusive Common Law**”. Any such action to the contrary is against lawful remedy at law, public policy, and shall be a non-dismissal by any foreign BAR ATTORNEY request, notice, or motion as these are hearsay requests and not positive evidence. The Attorney Judge shall be impartial, unbiased, executing his public oath of office at all times, and follow the law, not following another Bank Attorney complaint misconceptions, legal third party hearsay statements, or their request in the form of a Notice or MOTION TO DISMISS. Court case law is not law per the United States Supreme Court. **Trinsey v. Pagliaro**, D.C. Pa. **1964**, 229 F. Supp. 647.

Article III, Section 1 states: There are many “Organized Crime Operations” being conducted in the “Corporate Courts” of the “STATES” and “UNITED STATES GOVERNMENT”. There are two classifications of courts in the “United States of America”, these are, **1.) Supreme Court, and such inferior ‘District Courts of the United States’ Land Courts of Record in Exclusive Common Law** as the Congress may from time to time ordain and establish” according to **Article III, Section 1** of the “Republic Constitution for

the united states of America” and the ACT OF 1871 Corporate Constition, and 2.) the **Corporate Legislative Statute COURTS under color of law Articles 1 and IV**. Since the “Civil War” these Statute “Courts” have been operated as “Corporate Courts” for the **profit of attorneys, who engage in the business of “Organized Crime”** in these Article 1 or Article IV Business Corporate COURTS under statutes, codes, rules, regulations, customs, court case law, and public policy under the color of law that are not Law or “the Supreme Law of the Land” (common law). Color of Law and public policy looks like law, but is not law. **Color of Law B.A.R. Attorney Complaints are legal but not lawful under neither Federal Constitution.**

This man, **Dax Johnson**, Claimant/Petitioner comes with first-hand knowledge as a harmed and injured victim and competent witness claims and requests a **speedy Trial By Jury Inviolat**e, pursuant to the Magna Carter, 5th, and 6th Amendments; Claimant/Petitioner is not part of the **corporate BAR Business COURTS made up Fictitious “Sovereign Citizen Movement” or “Vapor Money Theory” that have no basis in law, fact, justice, or due process of law** because Claimant is a law abiding decedent INFANT according to commercial statutes (law) and obeys the laws (STATUTES) of all the STATES AND UNITED STATES pursuant to 40 Stat 411, Section 7(e); 50 USC §4305 (b) (2) and IRS publication law.

Judges and Clerks of Courts are not beyond the law and may be litigated with criminal or civil actions against each clerk or other public officer, in your individual capacity, who took, swore to, or affirmed your oath of office to protect me, David Young de God, my property, my rights, and my liberty. By no following your oath of office, all public officials are warring against their oaths of office by both Federal Constitutions and original state constitution of which is treason by legal definition if my Tort Claim Petition in exclusive common law is altered or changed into something it is not. The penalty of committing TREASON is still HANGING BY THE NECK UNTIL DEAD. **The Presumptions, Assumptions, or Opinions of all court and government officials under the Color of Law is not true law and does not apply.**

The following is my land Court of Record in Exclusive Common Law Tort Claim Petition that shall not be inviolate or denied and the facts with a right to remedy under **FRCP Rule 8** and the Uniform Commercial Code of the District of Columbia Municipality Incorporated DEEP STATE and shall be a non-dismissal by any Judge, Magistrate, or

ATTORNEY AGENT according to a United States Supreme Court decision that is inviolate, valid, and still standing that all courts shall recognize and consider. Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647, a valid United States Supreme Court Case Law that is always supreme to any STATE Law, Code, Statute, Rule, Regulation, Public Policy, Common Usage, or State Court Case Law states: A B.A.R. ATTORNEY cannot represent a BANK or other CORPORATION, is a foreign ATTORNEY or a WITNESS, and must be registered with FARA. **This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.**

Introduction/Claim: Credit Agreement Payoff Security Instrument contract property and U.S. Currency under SEC RULES as commercially Registered Serial Number 201005-1145000, legal tender. A NEW NOTE property and Release of Lien Security Contract property collateral as a third party of interest documentation has been accepted by Respondent/Wrongdoer/Agent as payoff, discharge and satisfaction of claimed debt, the same as my original MORTGAGE NOTE property and County recorded Mortgage Debt Lien Security property was used as money and legal tender. Respondent has been paid legal tender and has Defaulted and Breached their new accepted Credit Agreement Contract TERMS AND CONDITIONS on this Contracted property legal tender. **This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.**

Respondent has presented Fraud in the factum upon this court of record in exclusive common law of the land and County Clerk and Record Office without **original** blue inked signed NOTE and Mortgage verified by the COURT and Bank or Representing ATTORNEY; RICO Racketeering; and Respondent's Lack of Jurisdiction to collect any monthly payments without being owner and holder in due course of original Blue Inked Signed NOTE property and Mortgage Lien Contract Security property with financial discrimination under civil rights which this man now requests my original Mortgage Promissory NOTE property and Mortgage Debt Lien Contract Security

Property. (**EXHIBIT “A”**) - Affidavit of Fact and Truth) 4th Amendment and 5th Amendment guaranteeing a Speedy Trial by Jury inviolate. 'State and Federal Court', is a 'Court Of Record'; 25 C.J. Vol., Federal Court § 344, pg. 9741; In a 'court of record', the Magistrate, Judge and Attorneys are independent of the tribunal. Black's Law Dictionary, 4th Ed. pg. 10141; A 'court of record': acts in accordance with common law. Black's Law Dictionary, 4th Ed. pg. 10141; U.C.C. §1-103.6; and Suits in common law TORT Claim, the right of trial by jury shall be preserved; Fifth and Seventh Amendment. (**EXHIBIT “B”**) – My accepted CAP Security Instrument legal tender and Debt Lien Release/Satisfaction of Contract Property. It is the Burdon of opposing party to prove that the CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

STATEMENT OF TORT CLAIM PETITION FACTS

All laws stated before 1933-38 are Supreme Laws of the Land and do apply in judgment. Both the claimed mortgage NOTE property and mortgage lien contract and agreement security property contains a counterfeit signature under (§ 28:3-308 Federal Code of the District of Columbia) Negotiable Instruments, PART III ENFORCEMENT OF INSTRUMENTS (ss. §673.3011-§673.3121), §673.3081 Proof of signatures and status as holder in due course. (§28-3-307 Federal Code of the District of Columbia) PROOF OF SIGNATURES AND STATUS AS HOLDER IN DUE COURSE. (1) of the Idaho Uniform Commercial Code. The contract or agreement is not signed or indorsed by WELLS FARGO BANK or an Authorized Representative and is therefore not a lawful or binding contract or agreement under the Idaho Statutes of Frauds § 9-505 TITLE 9 EVIDENCE CHAPTER 5 INDISPENSABLE EVIDENCE — STATUTE OF FRAUDS CERTAIN AGREEMENTS TO BE IN WRITING and § 28-3-301. PERSON ENTITLED TO ENFORCE INSTRUMENT under Florida §673.3011, Maryland Commercial Law §3-301, and TITLE 28 COMMERCIAL TRANSACTIONS CHAPTER 3 of the Idaho UNIFORM COMMERCIAL CODE — NEGOTIABLE INSTRUMENTS PART 3. ENFORCEMENT OF INSTRUMENTS.

The Mortgage Document consisting of the Mortgage Promissory NOTE and the Mortgage Debt Lien Contract Security property you presented as a de facto contract and contains a "GOLD CLAUSE" that demands payment in a specific kind of coin or currency in U.S. FUNDS from which the UNITED STATES has withdrawn its consent under Title 31 § 5118 (a)(1)(d)(2) and which violates the Gold Repeal Joint Resolution, H. J. Res. 192, enacted June 5, 1933 and PUBLIC POLICY along with Public Law and Policy 73-10, Chapter 48 Stat. §§112-113. is a bank holding company organized in Delaware and headquartered in Detroit, Michigan and was NOT the Lender or the source of the Funds on 3/12/2019. Also the "without recourse" Assignment which means that Lender as the DRAWEE waived the right to payment under Florida **CHAPTER 673 at 673.1031 and Maryland Commercial Law §3-103. Definitions.--** (c) "Drawer" means a person who signs or is identified in a draft as a person ordering payment.) § 28-3-414 of the Idaho Uniform Commercial Code. OBLIGATION OF DRAWER. (1) and discharged the Drawer and Maker from liability with the "without recourse" indorsement under (1) of Florida §673.4151, Maryland Commercial Law §3-415, and (5) of § 28-3-414 of the Idaho Uniform Commercial Code.

DAX JOHNSON, the name on the Mortgage NOTE, CONTRACT, AGREEMENT, OR COUNTY RECORDED DEBT LEIN SECURITY PROPERTY REFERRED HAS A RETAIL INSTALLMENT CONTRACT Is An Under-Aged infant and is the decedent of the JOHNSON estate or grantor, owner, custodian, or trustor of a trust, guardianship, receivership, or custodianship that has yet to receive a SSN. See INTERNAL REVENUE MANUAL § 21.7.13.3.2.7 for additional information and who could not have signed the Mortgage NOTE, contract, agreement, or mortgage lien security on 03/12/2019 as he has not reached the age of majority under Florida §743.07, Maryland General Provision §1-401, and Title 68 §§ 68-801-68-811 of the Idaho statutes.

...We said in Western Lawrence County Road Improvement District v. Friedman-D'Oench Bond Co., 162 Ark. 362, 258 S.W. 378, 382: 'At section 537 of Page on Contracts (2d Ed.), it is said: 'One who has entered into a contract which (he or she) might avoid because of personal incapacity, such as an infant, an insane person, a drunkard, and the like, has the

election to affirm such contract, or to disaffirm it, and when (he or she) has exercised (his or her) election, with full knowledge of the facts, such election is final...An infant's contracts relating to personal rights or personality may be disaffirmed by him while (he or she) is still an infant.. 'The general rule, ... is that the disaffirmance of a contract made by an infant nullifies it and renders it void ab initio, ... and an infant may disaffirm contract during (his or her) minority or within a reasonable time after reaching (his or her) majority. According to the infant's Birth Certificate, a creation of the STATE, the infant is lost at sea and may never reach the age of maturity/majority due to government commercial intervention. The general rule, ... is that the disaffirmance of a contract made by an infant nullifies it and renders it void ab initio, and that the rights of the parties are to be determined as though the contract had not been made... .. In 27 Am. Jur. Infants, § 11, p. 753; ...43 C.J.S. Infants § 76 c, at page 183; In 43 C.J.S. Infants § 75 b, at p. 171; 43 C.J.S. Infants § 75f, p. 176, Executors and Administrators, § 189; In 43 C.J.S. Infants § 75, p. 176, 43 C.J.S., Infants, § 78, pp. 190, 192....

This infant is proven to be under age and lost at sea pursuant to the State created Legal Fiction Birth Certificate Bond and U.S. CITIZENSHIP of the Unratified 14th Amendment in Commerce with no Social Security Number issued, with full knowledge of the facts now disaffirms any and all counterfeit signatures representing this infant on any mortgage, NOTE, any other legal documents, Bank Documents, Corporation Documents, or Government Documents that implies that the under legal aged infant is a DEBTOR or BORROWER; therefore, all contracts entered into with any Government or Corporation are now nullified and rendered void ab initio and all contracts or agreements are forthwith rendered void ab initio and that the rights of all parties are to be determined as though the contract had not been made.

Now, Getting to the original alleged, assumed, and presumed Mortgage Debt that Respondents claim this under the age limit INFANT owes..

The mortgage transaction 03/12/2019 was a warehouse line of credit and is a Credit Line used by Mortgage Bankers on private consumer Automobile Loans and Mortgages. It is a short-term Revolving Credit facility extended by another financial institution to a mortgage loan originator such as a bank investment company for the funding of Mortgage and private Consumer Automobile and commercial Vehicle loans.

The cycle starts with the mortgage investment banker taking a loan application OR RETAIL INSTALLMENT CONTRACT from the property or automobile buyer. Then the loan originator secures an investor (often a large institutional bank, an individual bank Trust, or government Investor Trust) to whom the loan will be sold, whether directly or through a Securitization as an Off Balance Sheet Item. This decision is generally based on an institutional investor's published rates for various types of both residential or commercial mortgage or automobile loans, while the selection of a Warehouse Lender for a particular loan may vary based on the types of loan products allowed by the warehouse provider or investors in the loan approved by the Warehouse Lender to be on the line of Credit.

After an investor has been selected, the mortgage banker draws on the Warehouse Line of Credit as the BORROWER/DEBTOR, not as a CREDITOR or LENDER, to Fund a residential or commercial Mortgage or Automobile Loan and sends the loan documentation to the Warehouse Credit-Providing Institution to act as a Collateral for the Line Of Credit. The Warehouse Lender, at this stage, perfects a Security Interest in the Mortgage Note or Retail Installment Contract to serve as Collateral by securitization. Upon securitization when the documentation is converted into an Investor stock or bond certificate, the original documentation (NOTE AND DEBT LIEN SECURITY PROPERTY) SHALL BE DESTROYED PURSUANT TO THE TRUST POOLING AND SERVICING AGREEMENT; otherwise the mortgage backed Trust would be taxable and a crime shall be committed known as DOUBLE DIPPING under the SEC RULES or When the loan is finally sold to a Permanent Investor, the line of Credit is paid off by wired funds from this permanent investor to the Warehouse Facility and the cycle starts all over again for the next mortgage or automobile loan. When the Lender/Creditor sells or assigns the mortgage or retail installment contract property to the Trust or another bank investment

company, the original debt to the Consumer has been paid in full and the Consumer is tricked into paying the presumed debt.

Typical durations that loans are held on the Warehouse Line, called dwell time, range based on the speed at which investors review mortgage or automobile loans for purchase after their submission by mortgage banks or automobile dealerships. In practice, this length of time is generally between 10-20 days. Warehouse Facilities typically limit the amount of dwell time a mortgage or automobile loan can be on the Warehouse Line. For loans going over dwell, Mortgage Bankers are often forced to buy these Notes or Retail Installment Contracts off the line with their own cash in anticipation of a potential problem with the Mortgage NOTE or Retail Installment Contract.

The International Finance Corporation has set up Warehouse Lines of Credit around the world and has developed a guide on how they work. Warehouse lines of credit play an important role in making the Mortgage Loan Market and the Retail Installment Contract, more accessible to property buyers since many Mortgage Bankers would not be able to attract sufficient amount of deposits that are necessary to fund Mortgage or Automobile Loans by themselves. Therefore, Warehouse Funding allows the Mortgage Loan Originators to provide Mortgages and Automobile loans at more competitive rates. Unlike in other types of lending, loan originators earn more profit from origination fees rather than interest rate spread since the closed Mortgage Loan is sold quickly to an investor, group of investors, or into a conduit Trust. The loan acts like a "Hot Potato" in that it is a liability to the lender.

The Warehouse Funding providing institution accepts various types of Mortgage Collateral, including Subprime and Equity Loans, residential or commercial, including specialty property types. The Warehouse Lenders in most cases provide the loan for a period of fifteen to sixty days. This is why the original blue inked signed documentation must be sold into the trust within 30 days of closing for the Trust to qualify for tax exempt credit. Warehouse Lines of Credit are usually priced off 1-month LIBOR plus a spread. Also, Warehouse Lenders typically

apply a 'haircut' to credit line advances meaning that only 98% - 99% of the face amount of loans are being funded by them to the debtor/borrower bank or mortgage originator; the Originating Lenders have to provide with the remainder from their own Capital which is actually the down payment the alleged Borrower must pay at the escrow closing since Bank investment companies cannot use their own money, their depositors money, or their credit pursuant to Federal Banking Law.

The National Bank Act of June 03, 1864 § 8 and codified to 12 USC § 24 PARAGRAPH 7, allow Banks to Loan Money based upon Security and not CREDIT; thus, the borrow consumer's mortgage or automobile lien security contract property that the alleged and presumed borrow consumer is tricked into signing to pay back the alleged loan with interest since the borrow consumer funded his own loan with the Mortgage NOTE or installment contract by his signature. Credit lacks value and consideration to support a contract under FLORIDA § 673.3031, Maryland Commercial Code §3-303, and §28-3-303 of the Idaho Uniform Commercial Code. VALUE AND CONSIDERATION. (1) An instrument is issued or transferred for value if:

The above instrument is governed by Maryland Commercial Law and Idaho state law and Article 1 § 10 of the National Constitution and not Federal Law and "The Acts of Congress making the Notes of the United States a Legal Tender do not apply to Involuntary Contributions in the nature of taxes or assessments exacted under state laws, but only to debts in the strict sense of the term; that is, to obligations founded on contracts, express or implied, for the payment of money." Hagar v. Reclamation District, 111 U.S. 701 (1884) Opinions Syllabus Case still valid law in this Court of Record in exclusive Common Law.

WELLS FARGO BANK is the Borrower and Debtor and Not the Creditor who lack standing as Real Party of Interest under F.R.C.P. 12b (1)(2)(6) and 17 (a)(3). WELLS FARGO BANK under FL Stat § 679.3181, 2018, Maryland Commercial Law § 9-318, § 28-9-318 of the Idaho Uniform Commercial Code, Have NO INTEREST RETAINED IN RIGHT TO PAYMENT THAT IS SOLD (OR ASSIGNED) — RIGHTS AND TITLE OF

SELLER OF ACCOUNT OR CHATTEL PAPER WITH RESPECT TO CREDITORS AND PURCHASERS. (a) **A debtor that has sold an Account, Chattel Paper, Payment Intangible, Promissory Note, or security instrument does not retain a legal or equitable interest in the collateral sold; therefore, neither does any assignee or buyer of the claimed debt.**

(b) For purposes of determining the rights of creditors of, and purchasers for value of an account or chattel paper from, a bank debtor that has sold an account or chattel paper, **the consumer buyer's security interest is unperfected**, the bank debtor is deemed to have **rights and title** to the account or chattel paper identical to those the bank debtor sold. History: [28-9-318, added 2001, ch. 208, sec. 2, p. 739.].

TITLE 28 COMMERCIAL TRANSACTIONS under CHAPTER 9 SECURED TRANSACTIONS PART 1. GENERAL PROVISIONS of the Idaho Uniform Commercial Code; Florida **PART I GENERAL PROVISIONS ss. 679.1011-679.1101**, and Maryland **Commercial Law § 9-101—9-810**.

Florida Chapter 679: §679.1021 and **Maryland Commercial Law § 9-102**, Definitions and index of definitions.

5. To the extent of the value of collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the collateral.

(mmm) "Promissory note" means an instrument that evidences a promise to pay a monetary obligation, **does not evidence an order to pay or payment due**, and **does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds**.

§ 28-9-102. DEFINITIONS AND INDEX OF DEFINITIONS. (a) In this chapter:

(65) "Promissory note" means an instrument that evidences a promise to pay a monetary obligation, **does not evidence an order to pay or payment**, and **does not**

contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds.

The Liabilities of the MORTGAGE NOTE, MORTGAGE DEBT LIEN CONTRACT SECURITY PROPERTY, OR RETAIL INSTALLMENT CONTRACT PROPERTY AS A PAYMENT INTANGIBLE on 03/12/2019 were derecognized and extinguished when WELLS FARGO sold the instrument to Warehouse Lenders, Special-Purpose Entity a/k/a a Bankruptcy Remote Entity to Investors and relinquished control and ownership under FASB 95 [FINANCIAL ACCOUNTING STANDARD BOARD] 140 Paragraph No. 9 and FASB 166 Paragraph No. 5; Paragraph 5, as amended:

The Board concluded that an objective in accounting for transfers of financial assets is for each entity that is a party to the transaction to recognize only assets it controls and liabilities it has incurred, to derecognize assets only when control has been surrendered, and to derecognize liabilities only when they have been extinguished. Sales and other transfers may frequently result in a disaggregation of financial assets and liabilities into components, which become separate assets and liabilities.

In short, the Bank is a Promissory Note/Security Instrument investment company and is a DEBTOR/BORROWER from 'Warehouse' lending on a line of credit, dealing in the purchase with no consideration given of the Consumer's Promissory Notes and Securities by trickery with the Consumer's debt lien contract security property signature and non-disclosure through monetization and securitization (Title 12 U.S.C. § 24, paragraph 7th) by using the Consumer's private property as a third party of interest without Consumer's knowledge (the original blue inked signed mortgage NOTE and County Recorded Mortgage lien contract security property or retail installment contract property) that has not been signed and accepted by the Bank, mortgage originator, Investor Trust custodian, or assigned servicers to make the Mortgage NOTE property, Mortgage Lien Contract Security Property, or the retail installment contract property a one-sided unilateral contract benefiting only the alleged and presumed Bank LENDER/CREDITOR, who is actually the DEBTOR/BORROWER of a warehouse line of credit which confers actual

harm to the alleged consumer borrower of the mortgage or automobile by not paying the presumed consumer borrower the money (Tens or hundreds of Thousands of Dollars in interest for the use of his third party of Interest property) due to the Consumer Borrower being a beneficial third party of interest by using the consumer borrowers private property without consumer borrower's due compensation as a third party of interest beneficial owner of the property.. I reserve all my rights and waive none pursuant to **UCC1-308 (Old 207.4) WITHOUT RECOURSE and UCC1-103.6 WITHOUT PREJUDICE.**

This shows that a remedy under **FRCP RULE 8** *shall* be given to the alleged Consumer Borrower under Policy Rules of Civil Procedure due to the fact that the consumer presumed borrower reserved his rights; suffered monetary damages, mental and emotional damage upon learning the bank fraud, compensatory damages, statutory damages, interest damages and actual damages of the face amount of the security property of the consumer third party of interest beneficiary status, and consumer's energy as a transmitting utility while physical working to earn the FRNs to pay a bogus bank mortgage NOTE and security Property or retail installment contract property originator's money loan that does not exist which was brought about by the mortgage originator, assigned servicer, retail installment contract property originator, or Pretender Lender Bank's trickery, deceit, non-disclosure, educated misrepresentation, educated concealment, illegal gain, and conspiracy to defraud consumers under **RICO**.

I, Dax Johnson, Claimant/Petitioner, with first-hand knowledge as a harmed and injured victim and competent witness claims and requests a speedy Trial By Jury Inviolat, pursuant to the 5th and 6th Amendments; Respondents are to present the original legal sized full pages Blue Inked Signed NOTE and Mortgage Lien Contract Security; with positive and verifiable proof that their accepted and received new credit agreement Security instrument from me is NOT my true bilateral credit contract property agreement and money, the same as they claim their unsigned and non-accepted original credit agreement security and NOTE is money. Claimant is not part of the **BANK and BAR Business COURTS made up Sovereign Citizen Movement or "Vapor Money Theory**, because Claimant is a law abiding INFANT according to commercial law and obeys the laws (STATUTES) of all the STATES AND UNITED

STATES pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2) and IRS publication law.

Claimant wants to and needs to pay any VERIFIED DEBT where actual consideration lawful money was lent by any bank with a true adult signature authorizing the same on an original blue inked signed original contract or credit agreement that states that I owe a debt. Non-verified with original equals no debt owed under Law of Agency and Principle. This claimed Mortgage debt has never been verified by the Respondents that has been requested many times and constitute fraud, RICO, Conspiracy, Forgery, Illegal Alteration, redaction, and/or Breach and Default of a bank accepted and signed Credit Agreement Payoff Contract Security Instrument contract property with no jurisdiction or legal standing to collect any monies claimed to be owed by this INFANT. This Court of Record in exclusive common law inviolate Claimant/Petitioner has paid off/discharged this presumed, alleged, and claimed debt with U.S. Currency and money under legal definitions, with a Legal Commercially Registered under SEC Rule 17Ad-15 within Rule 327 of the Securities Exchange Act of 1934, legally processed Credit Agreement Payoff Security Instrument Currency.

Credit Agreement Payoff Security Instrument contract property is U.S. Currency and money by definition of law and the Respondent's own claim that the original Debt Promissory NOTE property and County Recorded Debt Lien Contract Security property is a contract property and commercial U.S. currency and money. Money is money and what difference does it make what type of money has been paid as long as it has been accepted by the Respondents or their agent as there is not enough Lawful Gold or Silver Coins to pay debts after the 1933 UNITED STATES Bankruptcy?

The original I.R.S. Code section §1.1001-14653CCH states that Federal Reserve Note Dollar Commercial Papers are valueless, not consideration? Claimant believes his Bank Accepted Credit Debt Payoff Agreement Security (CAP) Instrument contract property meets these United States Bankruptcy Policy Statutes and Probate Court positive evidence that have been produced in my attached County recorded affidavit of denial and factual, legal EXHIBITS within this Court of Record in exclusive common law tort claim petition. A cause of action, in

law, is a set of facts sufficient to justify a right to sue to obtain money, property, or enforcement of a right against another party i.e. a statement of claim, brief, or a Tort Claim Petition.

FIRST CAUSE OF ACTION FOR REMEDY

Default and Breach of Credit Agreement Security Instrument Payoff, Release/Satisfaction of Mortgage Debt Lien Security Contract Property

Claimant believes that this is a court of record in exclusive common law and states that without the original blue inked NOTE and Mortgage Contract legally signed by an adult of majority age with a valid proven chain of title; ownership; proper legal assignments; legal standing, jurisdiction, and holder in due course for safekeeping for the true owner, Borrower, until paid or discharged by lawful original possession, there is no legal or lawful debt established. The original Blue Inked NOTE and MORTGAGE shall be produced and verified by the Court in order for Respondents to collect any money for any claimed debt without being the legal, lawful, true owner and Holder of the legally signed Mortgage NOTE and Mortgage Lien Contract Security Contract Property and prove that they have legal standing and Jurisdiction to proceed.

Claimant also believes that this is a court of record in exclusive common law (**Article III – COURTS**) and states that Respondents have defaulted and breached their own legally tendered and communicated, received, and accepted in-hand new credit agreement security instrument presented by Claimant by not collecting and receive the allotted payoff funds under the TERMS and CONDITIONS of the legal and valid Credit Agreement Payoff Contract Security Instrument and Lien Satisfaction/Release of Mortgage Debt Contract Property which is money and properly assigned Security Instrument by Bank Definition after acceptance by being “seen (acceptance)” and/or hand holding and signing the Credit Agreement Payoff Security Instrument Contract Property. (**EXHIBIT "B"** - copy of Respondents received, seen, hand-held, whether signed or not, and accepted breached and defaulted credit agreement payoff security instrument contract property (**EXHIBIT "C"** copy of Respondents received, seen, communicated, whether signed or not, and accepted Mortgage Release/Satisfaction/Account Closure Contract and legal affidavit is non-rebutted. **Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter,**

Page 15 of 24 Claim

not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

SECOND CAUSE OF ACTION FOR REMEDY

Fraud in the Factum upon the Court

Claimant believes and states that this is a court of record in exclusive common law and Respondents had a counterfeit copy of the original Mortgage Debt Lien Contract Security filed into county records through REDACTION and Claimant now requests that the original full legal sized documents be provided to prove fraud in the factum and upon this honorable court in a requested and demanded court of record in exclusive common law speedy Trial by Jury within 30 days. Respondents have never verified any claimed debt and come to Court with unclean hands with the intentions of fraud, forgery, conspiracy, and RICO in the factum upon this Court of Record in Exclusive common law via educated misrepresentation of facts by intentionally avoiding the TERMS AND CONDITIONS of Claimants issued credit agreement payoff security instrument contract property money dated 10/01/2020 with commercially registered pursuant to SEC RULES serial Number 201005-1145000 after the Bank Agent Received in-hand and read the communicated physical new credit agreement and was accepted by bank agent pursuant to BLACK'S LEGAL DICTIONARY and the Law STATUTES under Public Policy whether blue inked signature or not. See Exhibit "B". The only verification and proof of any debt is the original Claimant blue inked signed Mortgage Promissory NOTE and the full pages legal sized original County Recorded Mortgage Debt Lien Contract Security Contract property and not a redacted fraudulent or forged copy of the supposedly original, pursuant to law which Respondents have not produced. Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

THIRD CAUSE OF ACTION FOR REMEDY

RICO Conspiracy and Racketeering

Claimant believes and states that this is a court of record in exclusive common law and Respondents may have been engaged in Claimant's Civil Rights Violations with RICO Conspiracy and Racketeering as a Street Gang since the 1994 Securitization of mortgages began or the inception of Respondents' claimed original mortgage debt with the foreclosing on thousands of homes and real estate property without risking a penny due to no consideration given and not being the Owner or Holder in Due Course by Respondents, without proper evidence of being the Owner or Holder in Due Course and by selling or assigning the mortgage that consists of both the Promissory NOTE (Claimant's lent and funded money) and the original Mortgage Debt Lien Contract Security Contract property money into an Investor Trust making the thousands of TRUST Investors the true Holder in Due Course until this alleged debt has been paid in full or discharged; thus, getting paid for the Assumed and Presumed debt that does not exist due to no money being lent. (see Credit River Decision)

The Respondents claim their created mortgage, both parts, is a valid, legal Security and Money. Yet they have never proven that a mortgage promissory NOTE nor a Mortgage debt lien contract security or an automobile retail installment contract property is actual money in any court as to Claimant's knowledge. The ATTORNEY JUDGES just take Bank ATTORNEY'S word that the debt exists with just copies that anyone could have forged as in the LINDA GREEN ROBO-signing scam of previous years and going on currently, without any evidence or positive proof, which a common man can understand by definition of law, as the BANK ATTORNEY's Gospel Truth without being swearing in under penalty of perjury of the Foreign BAR Association Brotherhood bank ATTORNEY. If Claimant must be sworn or affirmed under perjury, why can't Bank Attorneys be sworn in or affirmed also? Just going by the Bank ATTORNEY's word seems to be prejudice on the COURT with an active BAR ATTORNEY JUDGE's Oath of public office, fraud upon the COURT, and practicing law from the bench. **Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter, not a Color of**

law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

FOURTH CAUSE OF ACTION FOR REMEDY

Lack of Jurisdiction to collect this alleged debt as Owner or Holder in Due Course

Claimant believes and states that this is a court of record in exclusive common law and the original Pretender Lender/Respondents sold the Mortgage, both parts, into an Investor real estate backed TRUST through a warehouse line of credit through illegal Securitization and was no longer the Holder in due course nor the owner of the Mortgage, just a Mortgage Manager Servicer/Debt collector for the thousands of investors of the Trust. Respondents had plenty of time to collect the claimed debt final payment or payoff after Respondents' signed acceptance of Claimant's new Credit Agreement Payoff Security Instrument Contract Property Money but Respondents intentionally refused to collect the awaiting funds of Claimant on this day (see **EXHIBIT "B"** – New CAP Contract property) as specified under Claimant's newly Bank accepted legal Credit Agreement Payoff Security Instrument bilateral contract property TERMS AND CONDITIONS. Therefore, the original pretender Lender/Creditor bank, servicer, and Investor Trust gave up jurisdiction and the debt has been paid under United States; STATES; and Local Statutes pursuant to Government Policy, legal definition, and the 1933 Bankruptcy which continues today under the WAR POWERS ACT and TRADING WITH THE ENEMY ACT. The United States is at perpetual war under Bankruptcy with the American People. This is why the United States must have a central bank to print money for the United States to borrow and pay back with interest; thus' the United States Corporation National Debt. **40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).** Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

FIFTH CAUSE OF ACTION FOR REMEDY

Respondent's Failure to Produce Full Sized, 8 ½ X 14 inch, Legal Original Blue Inked Signed NOTE property and Lien Security Contract Property as Holder in Due Course

Claimant believes and states that this is a court of record in exclusive common law and Respondents do not nor have never possessed this INFANT's Promissory NOTE and Mortgage Lien security contract property documents, now disaffirmed, and; therefore, were never the owner or legal holder of the original MORTGAGE which consists of both the Promissory NOTE and Mortgage Lien Security Contract Property and violated TILA and other laws and extorted illegal monthly mortgage debt payments over the years without being the true owner or holder of these legal documents through illegal securitization which destroyed the originals per SEC Rules of TRUSTS for lack of jurisdiction.. Claimant now requests and makes application under Rules of Court Procedures where a Remedy shall be given Claimant for the serious monetary injury caused to Claimant in that the Claimant is a third party interest as beneficiary and expects to be paid all the interest that has been collected on Claimant's Contract property without his knowledge or consent that the Bank Investment Company has stolen over the years without Claimant's knowledge until now and that the Respondents produce the Legal Original Blue Inked Signed Mortgage Lien Security Contract Property and Promissory NOTE to be verified by Claimant and the JUDGE of the Court to be the original Lawful and Legal original Documents pursuant to **ARTICLE 6. Cancellation of Instruments, Section 3412-15.** A written instrument, in respect to which there is a reasonable apprehension that if left outstanding it may cause serious injury to a person against whom it is void or voidable, may, upon his application, be so adjudged, and ordered to be delivered up and canceled. This Infant Claimant now orders that the original blue inked signed Document be delivered up and cancelled.. Since the Claimant is an under aged INFANT and has disaffirmed any and all signatures on any and all contract properties all contracts and agreement properties are; therefore, void as though no contract or document has ever existed. **Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this**

matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

SIXTH AND FINAL CAUSE OF ACTION FOR REMEDY
FINANCIAL DISCRIMINATION

Claimant believes and states that this is a court of record in exclusive common law and Respondents/Wrongdoers refuse to follow the **TENDER ACT; SECURITY ACT; FCRA; FCDPA; CIVIL RIGHTS ACT, RICO, Title 12 U.S. Code 24 Paragraph 7, RESPA,** and other Banking Laws with Respondents/Wrongdoers own private definition of money, legal tender, U.S. Currency as mortgage promissory notes and mortgage debt lien security Contract Property as money that is NOT under the “Vapor Money Theory” (**EXHIBIT “R” AFFIDAVIT**) or under the BANK created “SOVEREIGN CITIZEN MOVEMENT” under the presumed Redemption movement (**EXHIBIT “S” AFFIDAVIT**) that is not basis in fact or law, without due process, and has no legal consequence in any COURT., but is pursuant to U.C.C. code statutes under public policy, Contract Agreement, and Property Laws in that Respondents/ Wrongdoers after accepting the Credit Agreement Debt Payoff Security Instrument with the TERMS AND CONDITIONS of the legally processed State Licensed Credit Agreement Payoff Security Instrument Contract Property that has paid off this alleged and claimed debt under Respondents/Wrongdoers’ definition of money that the Respondents/Wrongdoers claim that Claimant owes without providing any proof or verification, that the alleged and presumed under assumption and presumption original Claimant’s Blue Inked Signed Promissory NOTE property, Mortgage Lien Contract Security Debt Contract Property, or automobile retail installment contract property even exists. Since the Claimant is an under aged INFANT and has disaffirmed any and all signatures and any and all contracts, Agreements, contract properties, Corporation documents, or Government documentations as though no contract or document has ever existed; thus, making foreclose , a consumer’s breach, or a consumer’s default of such contract or claimed debt impossible in any court.

The Respondents/Wrongdoers claim their Mortgage Promissory NOTE Property and Mortgage Debt Lien Security Contract Property that they process is money by COURTS and

Respondents/Wrongdoers' definition and their opinion is money upon initiation or presumed and the alleged signature of Claimant signing of the original Mortgage Promissory NOTE property and Mortgage Debt Lien Contract Security property without any presentation of the ORIGINAL Contract(s), without any verification, and without any positive evidence is intentional Financial Discrimination and criminal fraud upon this court of record in exclusive common law of the land in claiming that the legal State Licensed Financial Processing Company's (EXHIBIT "E") Legally processed Credit Agreement Payoff Security Instrument in question is not money. Both have been legally processed by a STATE Licensed entity and are legal money, U.S. Currency, and Legal Tender for all debts public and private. Claimant is a third party of interest and beneficiary of these original contracts, agreements, and security money and Respondents/Wrongdoers refuse to pay the third party of interest Claimant, Claimant's due interest compensation.

The Respondents/Wrongdoers contradict themselves in that one Mortgage Promissory Note property and Mortgage Debt Lien Security property that they process is money and the commercially registered under SEC RULE legal CAP Security Instrument contract property presented to and accepted as a counter offer received and accepted by the Respondents/ Wrongdoers as money to pay off and discharge this claimed debt. Respondents/Wrongdoers claim that a State Licensed Financial Legal Entity processed Credit Agreement Payoff Promissory NOTE contract property and Mortgage Debt Lien Security Contract Property that is a Legal State Licensed Financial Processing Company is not money.

No validation of debt has been received by Claimant after a legal administrative Qualified Written Request, QWR, debt validation Notice letter request has been verified to have been received by Respondents/Wrongdoers, but Respondents/Wrongdoers did not answer nor verify any debt. (EXHIBIT "F"). Claimant is also a registered, certified Private Banker, Creditor, and National Bank per legal description and federal law and is, in my opinion, legally able to sign and issue a Credit Agreement Payoff Security Instrument, a form of a Promissory Note) Contract Property legal document as a National Bank by legal definitions. (Exhibit "G") This Court is a lawful republic court of record in exclusive common law of the land. (Exhibit "H") 'Federal Court', is a 'Court Of Record'; 25 C.J. Vol., Federal Court § 344, pg. 9741; In a 'court of record', the Magistrate, Judge and Attorneys are independent of the tribunal. Black's Law Dictionary, 4th Ed. pg.

10141; A 'court of record': acts in accordance with common law. Black's Law Dictionary, 4th Ed. pg. 10141; and Suits in common law, the right of trial by jury shall be preserved; Fifth and Seventh Amendments. Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.

RELIEF REQUESTED

Claimant/Petitioner has proven that a remedy shall be given to Claimant for relief under Rules of Civil Procedures in that I, Dax Johnson, Is an underage INFANT according to the INTERNAL REVENUE MANUAL at § 21.7.13.3.2.7, a claimed Department of the UNITED STATES and could not have signed the original debt documents; thus making all contracts void. Claimant/Petitioner, in this Republic Court of Record in exclusive common law has been injured as a third party of interest and beneficiary of the Contract Property, Mortgage Promissory NOTE property; County recorded Mortgage Lien Contract Security private property, Claimed IRS Debt property, and/or the Retail Instalment Automobile Contract Property and have not received my interest money as compensation from the Bank, Lender, Trust, stock exchange, IRS, or Servicer for the non-consented usage with undue enrichment by one or all of these entities for my private Contract properties as holder of the account to unjustly enrich themselves. Lender, servicer, and trust investors have gotten paid every time the documentation was sold; assigned, or paid by Insurance funds, with the down-payment, and has no consideration or money invested as an Investment Company and/or "warehouse" borrower and DEBTOR of the warehouse line of credit in the Mortgage Promissory NOTE property, Mortgage Debt Lien Security contract property, claimed IRS debt property, or the automobile retail installment contract property.

Claimant now comes with clean hands and first-hand knowledge as a harmed and Injured Victim as a third party of interest beneficiary in the known (voluntary) or unknown (involuntary)

“Contract PROPERTY” as beneficiary to the Claimed and alleged mortgage Promissory NOTE property, mortgage Debt Lien Security contract property, IRS property, or the automobile retail installment property who requires just compensation as invoiced with the granting of the presumed Mortgage loan, which consists of both MY Mortgage Promissory Note Property, Mortgage Lien Security Contract Property, or my retail installment property be Satisfied, Released, Discharged, Cancelled with the closure of the account to balance their Bank Books under GAAP, WITH PREJUDICE, for lack of jurisdiction for any entity to collect any money, no legal standing, through Respondents’ intentional criminal Fraud, RICO Conspiracy, Breach and Default of the TERM AND CONDITIONS of new authorized Bank Agent Accepted Lien Credit Agreement Payoff Security Contract Property and collateral with the Credit Agreement Payoff Security Instrument NOTE Property under the TERMS AND CONDITIONS of the new counter offer and accepted CAP Security Instrument; with just compensation due me for the intentional and blatant Criminal Fraud; RICO Conspiracy; Breach of their newly accepted Credit Agreement Security Instrument NOTE MONEY and contract property; Credit Agreement Payoff Security Contract property; with Breach and Default of same pursuant to the Credit Agreement Payoff Security Instrument NOTE TERMS AND CONDITIONS: See attached INVOICED BILL (**EXHIBIT “I”**) **Respondent/wrongdoer has the obligation and Burdon of proof that the State Registered CAP Security Instrument is not Legal Tender. This man requires a finding of fact and conclusion of law in this matter, not a Color of law B.A.R. Business COURT case law where previous facts were presented improperly by unknowledgeable Defendants or Plaintiffs against the presumed lender, servicer, Investor Trust, or Bank Investment Company.**

I, Dax Johnson, non-Attorney and Claimant, with first-hand knowledge as a harmed and Injured Criminal Fraud Victim with Facts of positive EXHIBITS Court evidence claims and say here, and will verify the facts in open court of record in exclusive common law that all herein be true. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).

This living man agrees to provide the Clerk's Office with any changes to my address where case-related papers may be lawfully and properly served. This man understands that my failure to keep current address on file with the Clerk's Office may result in the dismissal of my case.

Sincerely,

By:  Date: 2-4-21

Dax Johnson

4427 Craddock Ave

Baltimore, MD 21212

, in this court of record in exclusive common law, with first-hand knowledge as a harmed and Injured victim, competent first hand witness claims with *Reservation of Rights, Non-Assumed*, U.C.C. 1-308 (Old 207.4), (WITHOUT RECOURSE), U.C.C 1-103.6,(WITHOUT PREJUDICE), and Florida Statutes, Title XXXIX, §671.207. All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e) and 50 USC §4305 (b) (2). (Performance or acceptance under reservation of rights) .